

FORM OF SUBCONTRACT

RECEIVED

APR 26 2001

R.W. GRANGER

THIS AGREEMENT made this 23rd day of March 2001 by and between R.W. Granger & Sons, Inc. a corporation organized and existing under the laws of Massachusetts a partnership consisting of \_\_\_\_\_ an individual doing business as \_\_\_\_\_ hereinafter called the "Contractor" and Fenestration Architectural Products, LLC a corporation organized and existing under the laws of Rhode Island a partnership consisting of \_\_\_\_\_ an individual doing business as \_\_\_\_\_ hereinafter called the "subcontractor".

WITNESSETH that the Contractor and the Subcontractor for the consideration hereafter named, agree as follows:

1. The Subcontractor agrees to furnish all labor and materials required for the completion of all work specified in Section No. 08410 of the specifications for Aluminum Entrances (name of Sub-Trade) \_\_\_\_\_ and the plans referred to therein and addenda No. 1a, 2a, 3a, & 4a for the **Old Rochester Regional Junior/Senior High School** in **Mattapoisett, Massachusetts**, as prepared by **Kaestle Boos Associates, Inc.** for the sum of One Million Five Hundred Sixty Three Thousand Seven Hundred Dollars and Zero Cents (\$ 1,563,700.00 ) and the Contractor agrees to pay the Subcontractor said sum for said work. This price includes the following alternates (and other items set forth in the sub-bid): Alternate No: 1

- (a) The Subcontractor agrees to be bound to the Contractor by the terms of the Contract Documents (including Addenda No. 1a, 2a, 3a, & 4a), and to assume to the Contractor all the obligations and responsibilities that the Contractor by those documents assumes to Old Rochester Regional School District, acting by and through its School Building Committee and authorized representatives, hereinafter call the "Awarding Authority" except to the extent that provisions contained therein are by their terms or by law applicable only to the Contractor.
- (b) The Contractor agrees to be bound to the Subcontractor by the terms of the hereinbefore described documents and to assume to the subcontractor all the obligations and responsibilities that the Awarding Authority by the terms of the hereinbefore described documents assumes to the Contractor, except to the extent that provisions contained therein are by their terms or by law applicable only to the Awarding Authority.

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2. The Contractor agrees to begin, prosecute and complete the entire work specified by the Awarding Authority in an orderly manner so that the Subcontractor will be able to begin, prosecute and complete the work described in this subcontract; and, in consideration thereof, upon notice from the Contractor, either oral or in writing, the Subcontractor agrees to begin, prosecute and complete the work described in this Subcontract in an orderly manner and with due consideration to the date or time specified by the Awarding Authority for the completion of the entire work.
  3. The Subcontractor agrees to furnish to the Contractor within a reasonable time after the execution of this subcontract, evidence of workmen's compensation insurance as required by law and evidence of public liability and property damage insurance of the type and in limits required to be furnished to the Awarding Authority by the Contractor.
  4. The Contractor agrees that no claim for services rendered or materials furnished by the Contractor to the Subcontractor shall be valid unless written notice thereof is given by the Contractor to the Subcontractor during the first ten (10) days of the calendar month following that in which the claim originated.
  5. This agreement is contingent upon the execution of a general contract between the Contractor and the Awarding Authority for the complete work.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above-written.

SEAL  
ATTEST

Valerie B. Marchetti

Fenestration Architectural Products, LLC  
(Name of Subcontractor)

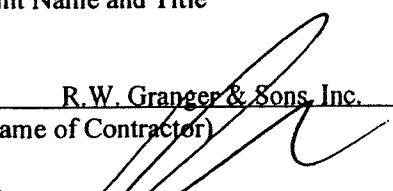
By 

Abdel El Sawabi / President  
Print Name and Title

SEAL  
ATTEST

Jane W. Kealey

R. W. Granger & Sons, Inc.  
(Name of Contractor)

By   
Brent D. Arthaud, Vice President

OWNER: Old Rochester Regional School District  
c/o Office of the Superintendent of Schools  
135 Marion Rd.  
Mattapoisett, MA 02739

ARCHITECT: Kaestle Boos Associates, Inc.  
124 Grove Street, Suite 215  
Franklin, MA 02038

SUBCONTRACTOR: Fenestration Architectural Products, LLC  
5 Eastern Ave  
East Providence, RI 02914

Contract # C-809-005-00

**Fenestration Architectural Products, LLC**

**RIDER**

This Contract includes all Labor, Materials, Equipment and any and all other items necessary to **FURNISH AND INSTALL ALUMINUM ENTRANCES** complete and all in accordance with Plans, Specifications, and Addenda 1a, 2a, 3a, and 4a, and Alternate number 1 including but not necessarily limited to the following section of work:

Section: 08410 – Aluminum Entrances

**Special Inclusions:**


1. This Subcontractor must furnish 100% Performance and Labor and Material Payment Bond provided by a Surety Company qualified to do business under the Laws of the Commonwealth of Massachusetts, premium of which will be paid by R.W. Granger & Sons, Inc. up to the Conference Rate.
2. R.W. Granger & Sons, Inc. must be listed on your Certificate of Insurance as an "additional named insured."
3. Massachusetts Sales Tax Exempt No.: 046-006-455

**"RIGHT TO KNOW"**

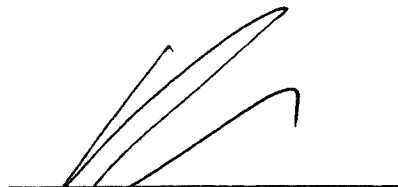
"Each supplier is required to implement the provisions of Chapter 470 of the Acts of 1983 of the General Laws of Massachusetts, the so-called "Right to Know" law, upon its effective date. Before using on-site any materials listed on the Massachusetts Substance List, each subcontractor will furnish the general contractor a copy of the required Material Safety Data Sheet, together with appropriate labels and employee training or instruction material for that substance."

FENESTRATION ARCHITECTURAL  
PRODUCTS, LLC.

R.W. GRANGER & SONS, INC.



(Signature of Subcontractor)



(Signature of Contractor)